## **EXHIBIT A**

## PUBLIC DEFENSE SERVICES SCOPE OF WORK

## CITY OF REDMOND, WASHINGTON

- 1. Scope of Services. All indigent criminal defendants charged under ordinances of the City who qualify for appointed counsel shall be referred to the Public Defense Attorney (hereafter referred to as the Attorney). The Attorney shall provide legal representation for each of these defendants from the time the attorney receives written notice of the appointment through trial, sentencing, probation, and appeals to the Superior Court. The Attorney shall also attend the regularly scheduled weekly arraignment calendars at King County District Court and assist the Court in preparing guilty plea forms to all criminal defendants charged with violating the City's ordinances who enter a plea of guilty. Assistance of a defendant at an arraignment shall not obligate the Attorney to continue representing such person unless the defendant qualifies for appointed counsel as specified below.
- 2. <u>Applicant Screening.</u> Determination of indigency for eligibility for appointed counsel shall be determined by an independent screening process established by the City. The City shall be responsible for handling the screening process.
- 3. 24 Hour Telephone Access. The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day for any criminal violation of municipal ordinances.
- 4. <u>Adequate Staffing</u>. The Attorney will provide an adequate number of defense counsel to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody for defendants. Sufficient counsel shall be provided to represent defendants at all times.

The City's minimum staffing requirements are the equivalent of two full-time attorneys assigned to the city including one full-time attorney with five years experience in criminal defense, one full-time attorney with at least one year experience in criminal defense, and support staff.

5. <u>Public Defense Attorney and Associated Counsel.</u> The Attorney and any counsel associated with or employed by the Attorney shall have the authority to perform the services called for herein, and the Attorney may employ associated counsel to assist at the Attorney's expense. The Attorney and all associated counsel or

- attorneys hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington.
- 6. Compensation. This section will be based on the fee structure of the firm chosen by the City. The Public Defender will be required to bill the City monthly and will be paid monthly. The attorney shall provide for all cases assigned the name of the client, the offense(s) charged, and the case number.
- 7. <u>Discovery Provided.</u> Upon receipt of a Notice of Appearance, the City shall provide to the Attorney, at no cost to the Attorney or the defendant, one copy of all discoverable material concerning each assigned case.
- 8. <u>Code Provided.</u> The City shall provide the Attorney with a copy of the Redmond Municipal Code and any amendments thereto adopted during the term of the contract.
- 9. <u>Attorney Conflict.</u> In the event the representation of the defendant hereunder raises a conflict of interest such that the Attorney cannot represent the defendant, said defendant shall be referred back to the city for further assignment.
- 10. <u>Standards for Public Defense Services.</u> The Attorney shall comply with the Washington Defender Association Standards for Public Defense Services. The Attorney shall also submit an affidavit to the City Clerk stating that the Attorney is in compliance with such standards. The affidavit shall be submitted on or before February 1, 2006.
- 11. <u>Term.</u> Provision of services shall commence at 5:01 p.m. on January 31, 2006 and remain in force through January 31, 2009 at 5:00 p.m., unless terminated earlier pursuant to Contract provisions.